

REVOCABLE TRUST AGREEMENT

THIS TRUST AGREEMENT made this 10th day of September, 1998,
between JIMMIE W. BOLIN of DeSoto County, Mississippi (the Grantor), and KAY
BOLIN RYLEE, residing in Florida as Trustee.

1. Trust Property – The Grantor transfers and delivers to the Trustee the property listed on annexed schedule to have and to hold the same and any cash, securities or other property which the Trustee may pursuant to any of these provisions at any time hold or acquire (the "Trust Estate"), for the uses and purposes and upon the terms and conditions set forth herein.

2. Dispositive Provisions – The Trustee shall hold, manage, invest and reinvest the Trust Estate and shall collect income and dispose of the net income and principal as follows:

A. During the lifetime of the Grantor, the Trustee shall pay to the Grantor in quarter annual installments all of the net income of the Trust Estate. If at any time the Grantor should be come incompetent or for any reason be unable to act in her own behalf, the Trustee or Successor Trustee may in her absolute discretion pay to or apply to the benefit of the Grantor, in addition to these income payments, amounts from the principal of the Trust Estate up to the whole, as the Trustee may from time to time deem necessary or advisable for the Grantor's use and benefit.

B. Upon the death of the Grantor, the Trustee shall apply and distribute the Trust Estate as follows:

(i) The Trustee shall pay from the principal of the Trust Estate the expenses of the last illness and funeral and burial expenses of the Grantor if such expenses are not otherwise paid.

STATE MS. - DE SOTO CO.
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C. Upon the death of the Grantor, the principal of the Trust Estate shall be divided into a sufficient number of equal shares to make one share for each child of the Grantor then living and one share for the descendants then living collectively of each deceased child of the Grantor and these shares shall be held and disposed of as follows:

(i) One such share shall be transferred and paid over to each such living child of the Grantor.

(ii) One such share shall be transferred and paid over to the descendants of each deceased child of the Grantor.

3. Payment to Minors – Notwithstanding anything herein contained to the contrary, whenever all or any part of the principal of the Trust Estate shall vest an absolute ownership in a minor, the Trustee is authorized and empowered, in her uncontrolled discretion, to hold the property, or any part thereof, in a separate fund for the benefit of the minor, notwithstanding that such property may consist of investments not authorized by law for trust funds, and during the minority of the minor to accumulate the net income and apply all or any part of the income or principal, as the Trustee in her discretion may determine, to the support, maintenance, benefit and education of such minor, and upon the minor's attaining the age of Twenty-One (21) to pay over the principal with all accumulated income to the minor, and if the minor shall die before attaining that age, to pay over the principal and any accumulated income to the estate of the minor. The authority conferred upon the Trustee by this paragraph shall be construed as a power only, and shall not operate to suspend absolute ownership of the property by the minor or to prevent the absolute vesting in the minor. With respect to the administration of any property which shall vest in absolute ownership in a minor, and which shall be

held by the Trustee as authorized in this paragraph, the Trustee shall have all of the powers vested in her under the provisions of paragraph (v).

4. Trustees' Powers During Grantor's Lifetime – In the administration of the Trust Estate, the Trustee shall have the following powers during the lifetime of the Grantor:

A. The Trustee shall retain as an investment unless the Grantor by a writing delivered by the Trustee shall otherwise direct, all of the property originally assigned, transferred or delivered to the Trustee or anytime forming any part of the Trust Estate, whether or not such property is authorized by the state of residence of the Grantor for the investment of trust funds.

B. The Trustee shall purchase, sell, lease or offer any investment held under this agreement only in accordance with written directions received by her from the Grantor whether or not the investment is authorized by the state of residence of the Grantor for investment of trust funds. Without intending in any way to limit the powers conferred upon the Trustee by this paragraph the Trustee is specifically authorized and empowered to retain as investments of the Trust Estate, or, upon receiving a direction in writing from the Grantor so to do, to invest the whole or any part of the Trust Estate in common or preferred stock, or both, of any one or more corporations, or in any non-income producing securities or other property, or in any so-called wasting investments.

C. Provided only that the Trustee shall have attempted in good faith to comply with the written directions received by it from the Grantor, the Trustee shall not be responsible or liable in anyway for any action taken

with respect to any investment in the Trust Estate or for any loss or depreciation resulting from the purchase, retention, sale, exchange, lease or alteration of any investment or from any want of diversification of the investments of the Trust Estate, and shall have no duty to advise anyone with respect to the desirability of any such action. The Trustee shall be entitled to assume that the Grantor is still living until it shall receive notice in writing of the Grantor's death.

D. If at any time the Grantor shall deliver to the Trustee a signed written notice stating that the Grantor relinquishes the powers reserved by her, then such powers shall cease and from the delivery of the notice the Trustee shall have those powers with respect to the trust estate given to it under paragraph 5.

5. Trustee's Powers After Grantor's Death – In the administration of the Trust Estate the Trustee shall have the following powers during the lifetime of the Grantor when their exercise is not inconsistent with the provisions of paragraph 4, and shall have the following powers without restriction either after the death of the Grantor or after the delivery of the notice referred to in subdivision (D) of paragraph 4:

A. To retain as an investment all of the securities and other property forming a part of the Trust Estate, whether or not the investments are authorized by the laws of the state of the residence of the Grantor for investment of trust funds, or shall be productive of income and whether or not any one security or property should constitute a substantial part of or the entire Trust Estate.

B. To purchase or subscribe for any securities or other property with cash.

C. To pledge, sell for cash or on credit, redeem, exchange for other securities or other property, or otherwise dispose of any securities or other property.

D. To exercise any conversion privilege or subscription right available in connection with any securities or other property held by it; to consent to the reorganization, consolidation, merger or readjustment of the finances of any corporation, company or association, or to the sale creation of a security interest in, pledge or lease of the property of any corporation, company or association any of the securities of which may be held by it, and to do any act, including the exercise of options, making of agreements or subscriptions, and the payment of expenses, assessments or subscriptions, which it may deem necessary or advisable in this connection, and to hold and retain any securities or other property which it may so acquire.

E. To vote, personally or by general or limited proxy, any shares of stock which may be held by it, and similarly to exercise, personally or by general or by limited power of attorney, any right appurtenant to any securities or other property.

F. To make distribution to any person entitled to a part or all of the principal or accumulated income in any securities or other property.

G. To register any securities in its own name or in the name of nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity.

H. To compromise, adjust or submit to arbitration any claims of or against the Trust Estate.

I. To pay out of the principal or income in the discretion of the Trustee all expenses and disbursements including counsel fees, and allocate any property or cash received by way of dividends, interest, rents or otherwise to principal or income or to apportion same to principal and income in its absolute discretion.

J. To act through an agent or attorney in fact under power of attorney duly executed by the Trustee in carrying out any of the authorized powers and duties.

K. To lease any and all of the real property for such amounts and upon such terms and in such manner as it may deem proper, whether for providing for the construction of a building or otherwise, and with or without the privilege of renewal and for terms in excess of the statutory period for leases made by a Trustee. Any lease may in pursuance to this power shall be valid and effective and binding upon the remaindermen for the entire term, including such part as may extend beyond the date of the termination of any and all trusts.

L. To reduce the interest rate on any mortgage and to consent to the modification or release of any guaranty of any mortgage which it holds in the Trust Estate or in which it has a partial interest.

M. To continue mortgages upon and after maturity with or without renewal or extension upon the terms as may seem to be to the Trustee advisable without reference to the value of the mortgage security at the time of the renewal or extension.

N. To foreclose, as an incident to collection of any bond or note, any mortgage securing the bond or note, and to purchase the mortgage property or acquire the property by deed from the mortgagor without foreclosure.

O. To set up reserves out of income for taxes and assessments of all kinds and repairs and for general upkeep of building.

P. To make, execute and deliver any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases, and other instruments necessary or proper for the accomplishment of any of the foregoing powers and to do all other acts which, in its judgment, may be necessary or appropriate for the proper and advantageous management, investment, and distribution of the Trust Estate.

6. Additional Property – The Grantor may at any time transfer and deliver to the Trustee cash, securities, and other property acceptable to the Trustee in addition to the property presently transferred or delivered and this cash, securities or other property shall be held, administered and disposed of by the Trustee in accordance with the provisions of this agreement without execution of any further instrument or declaration.

7. Accounting by the Trustee

A. At any time the Grantor shall have the power, by written instrument signed and acknowledged by him and delivered to the Trustee to settle the account of the Trustee with respect to principal or income or with respect to both principal and income and to release the Trustee from any claim, demand, accountability, and liability arising from the matter or thing done or omitted to be done in connection with this agreement or of any trust

hereby created during the accounting period of the Trustee, every such settlement, release and discharge shall be conclusive and binding upon and shall be an absolute protection to the Trustee against all claims of any income beneficiaries, remaindermen or other persons who might ever have or claim any interest under this agreement and no such income beneficiary, remaindermen, or other person shall have any right of accounting, any claim, or any cause of action against the Trustee arising from any matter or thing done or omitted to be done in connections with this agreement or any trust hereby created during any period relating to the settlement of the account of the Trustee.

B. At any time after the death of the Grantor the income beneficiary or a majority of the income beneficiaries at the time who shall at the time be at least Twenty-One (21) years of age may by a written instrument signed and acknowledged by her or them as the case may be, and deliver to the Trustee, similarly settle the account of the Trustee with respect to principal and income, or with respect to both principal and income, and release and discharge the Trustee. Any such settlement shall have the same effect in respect to the period covered by the account so settled (which period may cover any time prior to as well as after the death of the Grantor) as would a settlement made by the Grantor with respect to a period prior to her death.

8. Compensation of Trustee – The Trustee named, as long as she is serving as Trustee, will not receive compensation for her services. If a Successor Trustee should be appointed, then an agreement with respect to the fees,

commissions and payments to the Successor Trustee shall be executed at the time of appointment of the Successor Trustee.

9. Resignation and Removal of Trustee – The Trustee herein named may at any time appoint a Successor Trustee to replace her. If the Trustee herein named should become unable to serve as Trustee, the a majority of the income beneficiaries shall appoint a Successor Trustee to act for her by written instrument signed and acknowledged by those income beneficiaries over Twenty-One (21) years of age. The Successor Trustee may be an individual or a corporation having power and authority to administer these trusts.

10. Spend Thrift Clause – The interest of any beneficiary in principal or income or the Trust Estate shall not be subject to assignment, alienation, pledge, attachment or claim of creditors of the beneficiary.

11. Tax Provision – The Trust Estate shall not be charged with the payment of any federal estate taxes or any inheritance taxes upon the Grantor's death except to the extent that the other assets in the Grantor's estate shall be insufficient to discharge such taxes.

12. Situs – This agreement and the trust created shall be construed under and regulated by the laws of the State of Mississippi and that the validity and effect of this agreement and of this trust shall be determined in accordance with the laws of that State and that the Trustee shall not be required to account in any Court other than one of the Courts of that State.

13. Amendment and Revocation – The Grantor reserves the right at any time without the consent of any person and without any notice to any person other than the Trustee, to revoke or modify the trust in whole or in part, to change the beneficiaries or to withdraw the whole or any part of the Trust Estate by filing

notice of such revocation, modification, change or withdrawal with the Trustee, provided, however, that the terms of this agreement may not be modified by the Grantor in such manner as to increase the obligation or alter the rate or commissions of the Trustee without her written consent if such compensation is authorized.

IN WITNESS WHEREOF the agreement has been executed by the Grantor and Trustee.

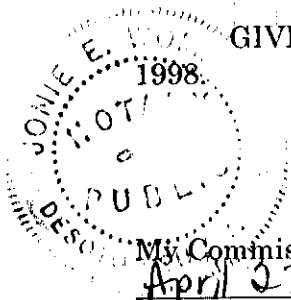
Jimmie W. Bolin
JIMMIE W. BOLIN, Individually

Kay Bolin Rylee
KAY BOLIN RYLEE, Trustee

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named JIMMIE W. BOLIN, who acknowledged signing and delivering the above and foregoing Revocable Trust Agreement on the day and date therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 10th day of Sept, 1998.



Joni E Womack
Notary Public

STATE OF FLORIDA
COUNTY OF Sarasota

This day personally appeared before me, the undersigned authority in and for said County and State, the within named KAY BOLIN RYLEE, as Trustee, who acknowledged signing and delivering the above and foregoing Revocable Trust Agreement on the day and date therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 14th day of September, 1998.

Mary F. Clarke
Notary Public

My Commission Expires:
12-13-99



JIMMIE W. BOLIN, GRANTOR

TO

WARRANTY DEED

KAY BOLIN RYLEE, TRUSTEE, GRANTEE,

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable legal consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, JIMMIE W. BOLIN, hereby sells, conveys, and warrants unto KAY BOLIN RYLEE, as Trustee of the JIMMIE W. BOLIN Revocable Trust, dated the 10th day of September, 1998, to hold under the terms of the Trust Agreement the land in DeSoto County, Mississippi, being more particularly described as follows:

172.52 acres more or less in the northwest quarter and the northeast quarter of Section 27, Township 3 South, Range 7 West, DeSoto County, Mississippi, described as beginning at the northwest corner of said Section 27; thence north 84 degrees, 30 minutes east, along the north line of said Section, 3854.0 feet to a point; thence South 5 degrees, 17 minutes east, 503.25 feet to a point; thence south 84 degrees, 30 minutes west, 1219.5 feet to an iron pin; thence south 5 degrees, 17 minutes east, 2131.75 feet to a point; thence south 84 degrees, 80 minutes west, 2643.3 feet to a point in the west line of said Section 27; thence north 5 degrees, 17 minutes west, along said west line, 2640.0 feet to the point of beginning and containing 174.0 acres more or less, less and except 1.48 acres conveyed to Norma Jean B. Roop, et vir, by Deed in Book 103, Page 360, described as part of the northwest quarter of Section 27, Township 3 South, Range 7 West, described as beginning at a point in the west line of Section 27, a distance of 759.8 feet south of the northwest corner of said Section; thence north 80 degrees, 04 minutes east, 266.05 feet to an iron pin; thence south 2 degrees, 51 minutes west, 310.24 feet to an iron pin; thence north 78 degrees, 48 minutes west, 230.82 feet to an iron pin in said west section line; thence north 5 degrees, 17 minutes west, along said section line, 219.62 feet to the point of beginning.

The above described land is the same land conveyed by the Deed in Book 49, Page 189, less the 1.48 acres conveyed by the Deed in Book 103, Page 360.

By acceptance of this Deed, the parties agree that this conveyance is made subject to subdivision, health department, zoning and other regulations in effect in DeSoto County, Mississippi and rights of way and easements for public roads, flowage,

and utilities. Taxes for 1998 shall be estimated and prorated at closing and paid by the Grantor when due. Possession will be given on delivery of this Deed.

EXECUTED this the _____ day of _____, 1998.

JIMMIE W. BOLIN
GRANTOR

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named JIMMIE W. BOLIN, who acknowledged signing and delivering the above and foregoing Warranty Deed on the day and year therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the _____ day of _____, 1998.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

GRANTOR'S ADDRESS: 3045 Bolin Road, Hernando, MS 38632
Home #: (601) 429-6285 Bus. # NONE

GRANTEE'S ADDRESS: _____
Home #: () _____ Bus. #. () _____

Prepared by:
Walker, Brown & Brown, P. A.
P. O. Box 276
Hernando, MS 38632
(601) 429-5277
(901) 521-9292
jw bolin to rylee warr deed